

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7392302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMIR MOKARAMIAN	03/11/2022
ANDREW BEACH	03/10/2022
RECEIVING PARTY DATA	
Name:	IMDEX TECHNOLOGY USA LLC
Street Address:	3474 EMPRESA DRIVE
Internal Address:	SUITE 150
City:	SAN LUIS OBISPO
State/Country:	CALIFORNIA
Postal Code:	93401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D945235
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8056930685
Email:	felixfischer@fischeriplaw.com
Correspondent Name:	FELIX L. FISCHER
Address Line 1:	4525 HOLMAN ST.
Address Line 4:	GOLDEN, COLORADO 80403
ATTORNEY DOCKET NUMBER:	101152US
NAME OF SUBMITTER:	FELIX L. FISCHER
SIGNATURE:	/Felix L. Fischer/
DATE SIGNED:	06/21/2022
Total Attachments: 12	
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ANDREW BEACH

AMIR MOKARAMIAN

REFLEX INSTRUMENTS ASIA PACIFIC LIMITED

IMDEX LIMITED

IMDEX USA INC

IMDEX TECHNOLOGY USA LLC

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

Classification | Restricted

PATENT
REEL: 060259 FRAME: 0422

PARTIES

AMIR MOKARAMIAN, an Australian citizen of c/- 216 Balcatta Road, 6021, BALCATTA, Australia (**First Designer**)

ANDREW BEACH, an Australian citizen of c/- 216 Balcatta Road, 6021, BALCATTA, Australia (**Second Designer**)

REFLEX INSTRUMENTS ASIA PACIFIC LIMITED an Australian company with ABN 78 008 947 813 whose registered office is located at 216 Balcatta Road, Balcatta, Perth WA 6021 Australia (**Reflex**)

IMDEX LIMITED, an Australian company with ABN 78 008 947 813 whose registered office is located at 216 Balcatta Road, Balcatta, Perth WA 6021 Australia (**Imdex Limited**)

IMDEX USA INC, a United States company whose registered office is located at 3474 Empresa Drive Suite 150 San Luis Obispo, CA, USA 93401 (**Imdex USA Inc**)

IMDEX TECHNOLOGY USA LLC, a United States company whose registered office is located at 3474 Empresa Drive Suite 150 San Luis Obispo, CA, USA 93401 (**Assignee**)

INTRODUCTION

- A. The First Designer has devised or contributed to the Design Rights and the Intellectual Property Rights either during the course of employment with Imdex Limited or under a commission from Imdex Limited and the Second Designer has devised or contributed to the Design Rights and the Intellectual Property Rights either during the course of employment with Reflex or under a commission from Reflex.
- B. Imdex Limited acknowledges that Reflex should be the legal and beneficial owner of the Design Rights and the Intellectual Property Rights. Reflex acknowledges that Imdex Limited should be the legal and beneficial owner of the Design Rights and the Intellectual Property Rights. Imdex Limited acknowledges that Imdex USA Inc should be the legal and beneficial owner of the Design Rights and the Intellectual Property Rights. Imdex USA Inc acknowledges that the Assignee should be the legal and beneficial owner of the Design Rights and the Intellectual Property Rights.
- C. The parties have agreed to assign the Design Rights and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Copyright means all:

- (a) copyrights in any original artistic, literary and other works; and

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(b) database rights,

relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles or items as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles or items and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights;
- (d) any semi-conductor topography or integrated circuit layout rights;
- (e) the Priority Design Applications; and
- (f) the Design Applications together with:
 - (i) any design that may be granted pursuant to any Design Applications; and
 - (ii) any future design(s) and design application(s) that are based on or derive priority from or have equivalent claims to any Design Application(s) in any country in the world (including divisionals, continuations, supplementary protection certificates, reissues, extensions).

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Design Rights as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, Copyright;

Designers means the First Designer and the Second Designer;

Priority Design Applications means the priority design applications identified in Schedule A insofar as they act as the priority applications for the Design Applications; and

Design Applications means the design applications identified in the Schedule B.

2. ASSIGNMENT

- 2.1 **First assignment:** In consideration of the sum of AU\$1.00 paid by Imdex Limited to the First Designer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the first

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Designer, the first Designer hereby assigns to Imdex Limited absolutely all of their rights, title and interest in and to:

- (a) the Design Rights; and
- (b) the Intellectual Property Rights,

to the extent that the First Designer holds any such rights, title and interest as at the date of this deed.

- 2.2 **Second assignment:** Following the assignment in clause 2.1, in consideration of the sum of AU\$1.00 paid by Imdex Limited to Reflex and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Imdex Limited, Imdex Limited hereby assigns to Reflex absolutely all of its rights, title and interest in and to:

- (a) the Design Rights; and
- (b) the Intellectual Property Rights,

to the extent that Imdex Limited holds any such rights, title and interest immediately following the assignment in clause 2.1.

- 2.3 **Third assignment:** In consideration of the sum of AU\$1.00 paid by Reflex to the Second Designer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Second Designer, the Second Designer hereby assigns to Reflex absolutely all of their rights, title and interest in and to:

- (a) the Design Rights; and
- (b) the Intellectual Property Rights,

to the extent that the Second Designer holds any such rights, title and interest as at the date of this deed

- 2.4 **Fourth assignment:** Following the assignment in clauses 2.2 and 2.3, in consideration of the sum of AU\$1.00 paid by Reflex to Imdex Limited and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Reflex, Reflex hereby assigns to Imdex Limited absolutely all of its rights, title and interest in and to:

- (a) the Design Rights; and
- (b) the Intellectual Property Rights,

to the extent that Reflex holds any such rights, title and interest immediately following the assignment in clauses 2.2 and 2.3.

- 2.5 **Fifth assignment:** Following the assignment in clause 2.4, in consideration of the sum of AU\$1.00 paid by Imdex Limited to Imdex USA Inc and for other good and valuable consideration, the receipt and sufficiency of which is hereby

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acknowledged by Imdex Limited, Imdex Limited hereby assigns to the Imdex USA Inc absolutely all of its rights, title and interest in and to:

(a) the Design Rights; and

(b) the Intellectual Property Rights,

to the extent that Imdex Limited holds any such rights, title and interest immediately following the assignment in clause 2.4.

- 2.6 **Sixth assignment:** Following the assignment in clause 2.5, in consideration of the sum of AU\$1.00 paid by Imdex USA Inc to Assignee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Imdex USA Inc, Imdex USA Inc hereby assigns to the Assignee absolutely all of its rights, title and interest in and to:

(a) the Design Rights; and

(b) the Intellectual Property Rights,

to the extent that Imdex USA Inc holds any such rights, title and interest immediately following the assignment in clause 2.5.

- 2.7 **Rights of action:** The assignments effected by clauses 2.1 to 2.6 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

- 2.8 **Moral rights:** The Designors waive all of their moral rights relating to Copyright works throughout the world, to the extent that they may lawfully do so.

3. FURTHER ACTIONS

- 3.1 If requested by the Assignee, each of the Inventors, Reflex, Imdex Technology USA, Imdex USA Inc and Imdex Limited will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

4. GENERAL

- 4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 4.2 **Counterparts:**

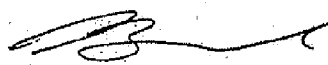
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- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws in force in Western Australia. The parties irrevocably agree that the Courts having jurisdiction in Western Australia will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to Western Australia as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by ANDREW BEACH in the presence of:


Signature

10/03/2022
Date

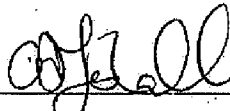
WITNESS

Signature:

Name:

Address:

Occupation:


GRAEME D. MARSHALL
88a BLUEBERRY RD
RD 2 WAITATI 9085 NZ
HEALTH AND SAFETY OFFICER

SIGNED by AMIR MOKARAMIAN the presence of:


Signature

11/03/2022
Date

WITNESS

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Signature:



Name:

FARIBA NOROZI

Address:

14 BIRCHINGTON ST.
BECKENHAM WA. 6107

Occupation:

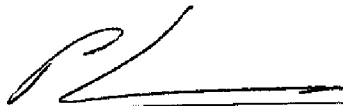
Registered Nurse

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PATENT
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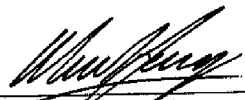
SIGNED by IMDEX TECHNOLOGY USA LLC by:


Signature of Authorised Signatory
Paul Evans
Name of Authorised Signatory
16 June - 2022
Date

In the presence of:

WITNESS

Signature: GS
Name: Grainne Smith
Address: 13 Kershaw Gardens, Leeming
Occupation: Product IP Counsel


Signature of Authorised Signatory
MICHAEL TOMASZ
Name of Authorised Signatory
27 - MAY - 2022
Date

In the presence of:

WITNESS

Signature: GS
Name: GRAINNE SMITH
Address: 13 KERSHAW GARDENS, LEEMING
Occupation: Product IP Counsel

Confirmatory Assignment of Hague Design Rights for XTRACTA-Drive Sub
D007-WO-01

SIGNED by IMDEX USA INC by:



Signature of Authorised Signatory

Paul Evans

Name of Authorised Signatory

16 June - 2022

Date

In the presence of:

WITNESS

Signature:

Grainne

Name:

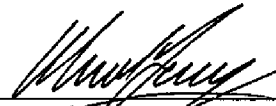
Grainne Smith

Address:

13 Kershaw Gardens, Leeming

Occupation:

Product IP Counsel



Signature of Authorised Signatory

MICHAEL TURNER

Name of Authorised Signatory

27 - MAY - 2022

Date

In the presence of:

WITNESS

Signature:

Grainne

Name:

Grainne Smith

Address:

13 Kershaw Gardens Leeming

Occupation:

IP Product Counsel

Confirmatory Assignment of Hague Design Rights for XTRACTA-Drive Sub
D007-WO-01

SIGNED by IMDEX LIMITED
by:




Signature of Authorised Signatory

Paul Evans

Name of Authorised Signatory

16 - June - 2022

Date



Signature of Authorised Signatory

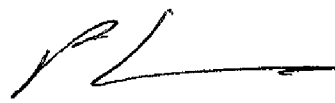
MICHAŁ TOMASZ

Name of Authorised Signatory

22 - MAY - 2022

Date

SIGNED by REFLEX INSTRUMENTS ASIA PACIFIC
LIMITED by:




Signature of Authorised Signatory

Paul Evans

Name of Authorised Signatory

16 - June - 2022

Date



Signature of Authorised Signatory

MICHAŁ TOMASZ

Name of Authorised Signatory

22 - MAY - 2022

Date

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SCHEDULE A
PRIORITY DESIGN APPLICATIONS

Country	Application No.	Title	Date Filed
AU	201914984	Drive Sub	30 August 2019
AU	201914985	Drive Sub	30 August 2019

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SCHEDULE B
DESIGN APPLICATIONS

Country	Application No.	Title	Date Filed
Botswana	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Canada	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Europe	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Ghana	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Namibia	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Norway	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
United Kingdom	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
USA	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020
Hague Design	DM/210238	Drive Sub for a Drilling Tool	24 Feb 2020

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